

Michael Zoldan; AZ Bar No. 028128
Jason Barrat; AZ Bar No. 029086
ZOLDAN LAW GROUP, PLLC
5050 N. 40th St., Suite 260
Phoenix, AZ 85018
Tel & Fax: 480.442.3410
mzoldan@zoldangroup.com
jbarrat@zoldangroup.com

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Scott Davis, an Arizona resident;

Plaintiff,

v.

**Shri Hari Hotels, LLC d/b/a Legacy Inn
& Suites**, an Arizona company; and
Chandulal Dhanani, an Arizona resident;

Defendants.

Case No.

VERIFIED COMPLAINT

(Jury Trial Requested)

Plaintiff Scott Davis (“**Plaintiff**”), for his Verified Complaint against Defendants Shri Hari Hotels, LLC d/b/a Legacy Inn & Suites (“**Legacy Inn**”); and Chandulal Dhanani (“**Defendants**”), hereby alleges as follows:

NATURE OF THE CASE

1. Plaintiff brings this action against Defendants for their unlawful failure to pay minimum wage in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201-219 (hereinafter “**FLSA**”); A.R.S. §§ 23-362 - 23-364 (“**Arizona Minimum Wage Statute**” or “**AMWS**”); and failure to make timely payment of wages under the Arizona Wage Statute, A.R.S. §§ 23-350 – 23-355 (“**Arizona Wage Statute**” or “**AWS**”).

1 2. This action is also brought to recover minimum wage compensation,
2 liquidated damages, treble damages, and statutory penalties resulting from Defendants'
3 violations of the FLSA and AMWS.
4

5 3. This action is also brought to recover unpaid wages, treble damages, and
6 statutory penalties resulting from Defendants' violations of the AWS.
7

8 **JURISDICTION AND VENUE**

9 4. This Court has jurisdiction over the subject matter and the parties hereto
10 pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331.

11 5. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c) because
12 all or a substantial part of the acts or omissions giving rise to the claims occurred in the
13 state of Arizona.
14

15 6. Plaintiff's state law claims are sufficiently related to his federal claims that
16 it forms the same case or controversy. This Court therefore has supplemental jurisdiction
17 over Plaintiff's claims under the Arizona Minimum Wage Statute and Arizona Wage
18 Statute pursuant to 28 U.S.C. § 1367.
19

20 7. Plaintiff was employed by Defendants in this District.

21 **PARTIES**

22 8. At all relevant times to the matters alleged herein, Plaintiff Scott Davis
23 resided in the District of Arizona.
24

25 9. Plaintiff Scott Davis was a full-time employee of Defendants from on or
26 around March 22, 2022, until on or around April 8, 2022.

27 10. At all relevant times, Plaintiff Scott Davis was an employee of Defendants
28 as defined by 29 U.S.C. § 203(e)(1).

11. At all relevant times, Plaintiff Scott Davis was an employee of Defendants as defined by A.R.S. § 23-362(A).

12. At all relevant times, Plaintiff Scott Davis was an employee of Defendant Legacy Inn as defined by A.R.S. § 23-350(2).

13. Defendant Legacy Inn is a company authorized to do business in Arizona.

14. Defendant Legacy Inn was Plaintiff's employer as defined by 29 U.S.C. § 203(d).

15. Defendant Legacy Inn was Plaintiff's employer as defined by A.R.S. § 23-362(B).

16. Defendant Legacy Inn was Plaintiff's employer as defined by A.R.S. § 23-350(3).

17. Defendant Chandulal Dhanani is an Arizona resident.

18. Defendant Chandulal Dhanani has directly caused events to take place giving rise to this action.

19. Defendant Chandulal Dhanani is a manager of Legacy Inn.

20. Defendant Chandulal Dhanani is an owner of Legacy Inn.

21. Defendant Chandulal Dhanani is an employer of Legacy Inn.

22. Defendant Chandulal Dhanani is a member of Legacy Inn.

23. Defendant Chandulal Dhanani has been at all relevant times Plaintiff's employer as defined by 29 U.S.C. § 203(d).

24. Defendant Chandulal Dhanani has been at all relevant times Plaintiff's employer as defined by A.R.S. § 23-362(B).

25. The FLSA defines "employer" as any individual who acts directly or

1 indirectly in the interest of an employer in relation to an employee. Therefore, under the
2 FLSA, Defendant Chandulal Dhanani is an employer.

3 26. Defendant Chandulal Dhanani had/has to the authority to hire and fire
4 employees.
5

6 27. Defendant Chandulal Dhanani had to the authority to hire and fire Plaintiff.

7 28. Defendant Chandulal Dhanani interviewed and hired Plaintiff.
8

9 29. Defendant Chandulal Dhanani supervised and controlled Plaintiff's work
10 schedules or the conditions of Plaintiff's employment.

11 30. Defendant Chandulal Dhanani would leave a piece of paper with tasks for
12 Plaintiff to complete.

13 31. Defendant Chandulal Dhanani determined the rate and method of Plaintiff's
14 payment of wages.
15

16 32. Defendant Chandulal Dhanani told Plaintiff he would be paid \$14 an hour.

17 33. As a person who acted in the interest of the previously identified corporate
18 entity in relation to the company's employees, Defendant Chandulal Dhanani is subject to
19 individual and personal liability under the FLSA.
20

21 34. Plaintiff further informed, believes, and thereon alleges that each of the
22 Defendants herein gave consent to, ratified, and authorized the acts of all other Defendants,
23 as alleged herein.
24

25 35. Defendants, and each of them, are sued in both their individual and corporate
26 capacities.

27 36. Defendants are jointly and severally liable for the injuries and damages
28 sustained by Plaintiff.

49. Plaintiff has not been paid any wages for work performed.

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§ 216(b).

62. Defendants' actions in failing to compensate Plaintiff, in violation of the FLSA, were willful.

63. Defendants knew Plaintiff was not being compensated full minimum wages for time worked.

64. Defendants knew their failure to pay minimum wage was a violation of the FLSA.

65. Defendants have not made a good faith effort to comply with the FLSA.

66. Plaintiff is also entitled to an award of attorneys' fees and other statutory damages pursuant to 29 U.S.C. § 216(b).

COUNT II
(FAILURE TO PAY MINIMUM WAGE – ARIZONA MINIMUM WAGE
STATUTE)

67. Plaintiff incorporates by reference all of the above allegations as though fully set forth herein.

68. At all relevant times, Plaintiff was employed by Defendants within the meaning of the Arizona Minimum Wage Statute.

69. Defendants intentionally failed and/or refused to pay Plaintiff's full minimum wages according to the provisions of the Arizona Minimum Wage Statute.

70. In addition to the amount of unpaid minimum wage owed to Plaintiff, he is entitled to recover an additional amount equal to twice the underpaid wages and interest pursuant to A.R.S. § 23-364(g).

71. Plaintiff is also entitled to an award of attorneys' fees and costs pursuant to A.R.S. § 23-364(g).

COUNT III
(FAILURE TO TIMELY PAY WAGES DUE – ARIZONA WAGE STATUTE)
(ONLY AGAINST DEFENDANT LEGACY INN)

72. Plaintiff incorporates by reference all of the above allegations as though fully set forth herein.

73. At all relevant times, Plaintiff was employed by Defendant Legacy Inn within the meaning of the Arizona Wage Statute.

74. Defendant Legacy Inn was aware of its obligation to pay timely wages pursuant to A.R.S. § 23-351.

75. Defendant Legacy Inn was aware that, under A.R.S. § 23-353, it was obligated to pay all wages due to Plaintiff.

76. Defendant Legacy Inn failed to timely pay Plaintiff his wages due without a good faith basis for withholding the wages.

77. Defendant Legacy Inn has willfully failed and refused to timely pay wages due to Plaintiff.

78. As a result of Defendant Legacy Inn's unlawful acts, Plaintiff is entitled to the statutory remedies provided pursuant to A.R.S. § 23-355.

CONCLUSION AND PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays:

A. For the Court to declare and find that the Defendants committed the following acts:

- i. violated minimum wage provisions of the FLSA, 29 U.S.C. § 206, by failing to pay minimum wages;
- ii. willfully violated minimum wage provisions of the FLSA, 29 U.S.C. §

- 206, by failing to pay minimum wages;
- iii. violated minimum wage provisions of the Arizona Minimum Wage Statute, by failing to pay minimum wages;
- iv. willfully violated minimum wage provisions of the Arizona Minimum Wage Statute, by failing to pay minimum wages;
- v. willfully violated the Arizona Wage Statute by failing to timely pay all wages due to Plaintiff;
- B. For the Court to award compensatory damages, including liquidated or double damages, and / or treble damages, to be determined at trial;
- C. For the Court to award interest on all wage compensation due accruing from the date such amounts were due under all causes of action set forth herein;
- D. For the Court to award such other monetary, injunctive, equitable, and declaratory relief as the Court deems just and proper;
- E. For the Court to award Plaintiff reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 216(b), A.R.S. § 23-364(g), and all other causes of action set forth herein;
- F. Any other remedies or judgments deemed just and equitable by this Court;

JURY DEMAND

Plaintiff hereby demands a trial by jury of all issues so triable.

RESPECTFULLY SUBMITTED May 4, 2022.

ZOLDAN LAW GROUP, PLLC

By: /s/ Jason Barrat

5050 N. 40th St., Suite 260
Phoenix, AZ 85018
Attorneys for Plaintiff

VERIFICATION

Plaintiff Scott Davis declares under penalty of perjury that he has read the foregoing Verified Complaint and is familiar with the contents thereof. The matters asserted therein are true and based on his personal knowledge, except as to those matters stated upon information and belief, and as to those matters, he believes them to be true.



Scott Davis